

APPENDIX UNE REMAND

1. INTRODUCTION

- 1.1 This Appendix, UNE Remand, sets forth the terms and conditions pursuant to which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish CLEC with NID, LOOP, Sub-Loops, Packet Switching, Dark Fiber and Reconfiguration. CLECs seeking to provide local exchange service to End Users through use of multiple **SBC-13STATE** UNEs are responsible for performing the functions necessary to combine the Unbundled Network Elements it requests from **SBC-13STATE**. CLEC's shall not combine Unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to Interconnect with **SBC-13STATE**'s network. **SBC-13STATE** has no obligation under the Act to combine UNEs.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 The terms and conditions for the Unbundled Network Elements contained herein shall supercede any conflicting terms and conditions contained within the CLEC's Interconnection Agreement. The CLEC's underlying contract must contain all the necessary Unbundled Network Elements to make the Unbundled Network Elements in this appendix functional. If the CLEC's agreement does not contain the necessary terms the parties agree to meet and negotiate said terms. Until an agreement with the required Unbundled Network Elements is reached, the effected Unbundled Elements contained in this appendix cannot be ordered and implemented.
- 1.4 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

- 1.5 The prices at which **SBC-13STATE** agrees to provide CLEC with Unbundled Network Elements (UNE) are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.
- 1.6 **SBC-13STATE** has no obligation to provide access to any network element, or to provide terms and conditions associated with any network element, other than expressly set forth in this Agreement.
- 1.7 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.8 **SNET** -As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

2. NETWORK INTERFACE DEVICE

- 2.1 The Network Interface Device (NID) unbundled network element is defined as any means of interconnection of End User customer premises wiring to **SBC-13STATE**'s distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End-User's inside wiring (on the End-User's side of the NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, **SBC-13STATE** offers nondiscriminatory access to the NID on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service. CLEC access to the NID is offered as specified below (**SBC-12STATE**) or by tariff (**SNET**).

3. LOCAL LOOP

- 3.1 Pursuant to applicable FCC rules, a local loop unbundled network element is a dedicated transmission facility between a distribution frame (or its equivalent) in a **SBC-13STATE** Central Office and the loop demarcation point at an End User premises. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by **SBC13-STATE**. The local loop unbundled network element includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced

services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop unbundled network element includes, but is not limited to DS1, DS3, fiber, and other high capacity loops to the extent required by applicable law, and where such loops are deployed in SBC-13STATE wire centers. CLEC agrees to operate each loop type within the technical descriptions and parameters accepted within the industry.

- 3.2 The following types of local loop unbundled network elements will be provided at the rates, terms, and conditions set out in this Appendix (SBC-12STATE) or by tariff (SNET) and in the state specific Appendix Pricing (SBC-12STATE) or by tariff (SNET):

3.2.1 DS3 Digital Loop

3.2.1.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the SBC-13STATE Central Office to the end user premises.

- 3.3 Unbundled DS1 and DS3 loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 (“In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996”), including but not limited to the requirement that significant local exchange traffic, in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with SBC-13STATE’s processes implementing the Supplemental Order.

4. SUB-LOOP ELEMENTS

- 4.1 SBC-12STATE will provide sub-loop elements as unbundled network elements as set forth in this Appendix. Other than as specifically set out elsewhere in this agreement, SNET does not offer Subloop elements under this agreement. Rather, Subloop elements are available as described in Section 18 of the Connecticut Service Tariff.

4.1.1 A sub-loop unbundled network element is defined as any portion of the loop from SBC-12STATE’s central office Main Distribution Frame (MDF) to the point at the customer premise that can be accessed at a terminal in SBC-12STATE’s outside plant. An accessible terminal is a

point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within.

4.2 Definitions pertaining to the Sub-Loop:

4.2.1 “Dead Count” refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.

4.2.2 “Demarcation Point” is defined as the point on the loop where the ILEC’s control of the wire ceases and the subscriber’s control (or on the case of some multiunit premises, the landlord’s control) of the wire begins.

4.2.3 “Digital Subloop” May be deployed on non-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps and 1.544 Mbps subloop transport.

4.2.4 “Distribution Cable” is defined as the cable from the SAI/FDI to the terminals from which an end user can be connected to the ILEC’s network.

“Feeder cable” is defined as that cable from the MDF to a point where it is cross connected in a SAI/FDI for neighborhood distribution.

4.2.5 “MDF-to-SAI/FDI” is that portion of the loop from the MDF to the SAI/FDI.

4.2.6 “MDF-to-Term” is that portion of the loop from the MDF to an accessible terminal.

4.2.7 “Network Terminating Wire (NTW)” is the service wire that connects the ILEC’s distribution cable to the NID at the demarcation point.

4.2.8 “SAI/FDI-to-Term” is that portion of the loop from the SAI/FDI to an accessible terminal.

4.2.9 “SAI/FDI-to-NID” is that portion of the loop from the SAI/FDI to the Network Interface Device (NID), which is located an end user’s premise.

- 4.2.10 “SPOI” is defined as a Single Point of Interconnection. A SPOI will usually be located in a Multi-Tenant Environment as a single point of demarcation which will allow ILECs and CLECs to interconnect to wiring owned or controlled by the property owner or their agent.
- 4.2.11 “SAI/FDI” is defined as the point in the ILEC’s network where feeder cable is cross connected to the distribution cable. “SAI” is Serving Area Interface. “FDI” is Feeder Distribution Interface. The terms are interchangeable.
- 4.2.12 “Term-to-NID” is that portion of the loop from an accessible terminal to the NID, which is located at an end user’s premise. Term-to-NID includes use of the Network Terminating Wire (NTW).

4.3 **SBC-12 STATE** will offer the following subloop types:

- 4.3.1 2-Wire Analog Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
- 4.3.2 4-Wire Analog Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
- 4.3.3 4-Wire DS1 Subloop provides a transmission path capable of supporting a 1.544 Mbps service that utilizes AMI or B8ZS line code modulation.
- 4.3.4 DS3 Subloop provides DS3 service from the central office MDF to an Interconnection Panel at the RT. The loop facility used to transport the DS3 signal will be a fiber optical facility.
- 4.3.5 2-Wire / 4-Wire Analog DSL Capable Subloop that supports an analog signal based DSL technology (such as ADSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.
- 4.3.6 2-Wire / 4-Wire Digital DSL Capable Subloop that supports a digital signal based DSL technology (such as HDSL or IDSL). It will have

twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.

4.3.7 ISDN Subloop is a 2-Wire digital offering which provides a transmission path capable of supporting a 160 Kbps, Basic Rate ISDN (BRI) service that utilizes 2B1Q line code modulation with end user capacity up to 144 Kbps.

4.4 Subloops are not available for combination by SBC-12 STATE with any Unbundled Network Elements or service.

4.5 Subloops are provided “as is” unless CLEC requests loop conditioning on xDSL Subloops for the purpose of offering advanced services. xDSL subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.

4.6 A subloop unbundled network element is an existing spare portion of the loop that can be accessed via cross-connects at accessible terminals. An accessible terminal is a point on the loop where technicians can access the copper or fiber within the cable without removing a splice case to reach the copper or fiber within.

4.7 Twisted-pair Copper Subloops:

4.7.1 Access to terminals for twisted-pair copper subloops is defined to include:

?? any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises),

?? the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the “feeder” leading back to the central office and the “distribution” plant branching out to the subscribers meet,

~~the~~ the Main Distributing Frame (MDF),

~~the~~ the Terminal (underground or aerial).

4.8 CLEC may request access to the following twisted-pair copper subloop segments:

	<u>FROM:</u>	<u>TO:</u>
	1. Main Distributing Frame	Serving Area Interface
or		
		Feeder Distribution
Interface	2. Main Distributing Frame	Terminal
	3. Serving Area Interface or Feeder Distribution Interface	Terminal
	4. Serving Area Interface or Feeder Distribution Interface	Network Interface
Device	5. Terminal	Network Interface
Device	6. NID	Stand Alone
	7. *SPOI (Single Point of Interface)	Stand Alone

* Provided using the BFR Process. In addition, if a CLEC requests an Interconnection Point which has not been identified, the CLEC will need to submit a BFR.

4.9 High Capacity Subloops:

4.9.1 Access to terminals for high capacity subloops is defined to include:

- ~~any~~ any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal or the minimum point of entry (MPOE) to the customer premises),
- ~~the~~ the Remote Terminal (RT), only when cross-connect access is available at that RT
- ~~the~~ the Terminal (underground or aerial).

4.9.2 CLEC may request access to the high-capacity subloop segment between the Central Office Point of Termination (POT) and the Remote Terminal Point of Termination (POT).

4.10 Unbundled DS1 and DS3 subloops may not be utilized in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 (“In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996”), including but not limited to

the requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with processes implementing the Supplemental Order.

4.11 Provisioning:

4.11.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific subloop circuit(s).

4.11.2 Spare subloop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a “first come first serve” basis.

4.11.3 Provisioning intervals for subloops shall be governed by the CLEC state-specific contract interval for the stand-alone, full UNE element. For example, the provisioning interval for DSL-capable subloop shall be determined based upon the interval negotiated for the stand-alone DSL-capable loop.

4.12 Maintenance:

4.12.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the **SBC-12STATE** switch/testing equipment will be lost.

4.12.2 CLEC shall isolate trouble to the SBC Subloop portion of the CLEC’s service before reporting trouble to **SBC-12STATE**.

4.12.3 **SBC12-STATE** shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches SBC on a trouble report and the fault is determined to be in the CLEC’s portion of the loop. Such charges may be found in the individual state pricing appendices or tariffs.

4.12.4 Once all subloop access arrangements have been completed and balance of payment due **SBC-12STATE** is received, the CLEC may place a LSR for subloops at this location. Prices at which **SBC-12STATE** agrees to provide CLEC with Unbundled Network Elements (UNE) are contained in the state specific Appendix Pricing.

4.12.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, or NID where CLEC has a SAA, **SBC-13 STATE** repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all customers to be restored in the least amount of time. Should the CLEC cabling require replacement, **SBC-13STATE** will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

4.13 Subloop Access Arrangements:

4.13.1 Prior to ordering subloop facilities, CLEC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the **SBC-12STATE** subloop network.

4.13.2 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. The CLEC will initiate an SCA by submitting a Sub-loop Access Arrangement Application.

4.13.3 Upon receipt of a complete and correct application, **SBC-12STATE** will provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a time and materials basis. When CLEC submits a request to provide a written estimate for sub-loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.

4.13.4 The assignment of subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering subloop facilities.

4.13.5 Subloop inquiries do not serve to reserve subloop(s).

4.13.6 Several options exist for Collocation or Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be

utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.

- 4.13.7 CLEC will be responsible for obtaining rights of way from owners of property where **SBC-12STATE** has placed the equipment necessary for the SAA prior to submitting the request for SCA.
- 4.13.8 Prior to submitting the Sub-loop Access Arrangement Application for SCA, the CLEC should have the “Collocation” and “Poles, Conduit, and Row” appendices in the Agreement to provide the guidelines for both CLEC and ILEC to successfully implement subloops, should collocation, access to poles/conduits or rights of way be required.
- 4.13.9 Construction of the Subloop Access Arrangement shall be completed within 90 days of CLEC submitting to **SBC-12STATE** written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. **SBC-12STATE** will not begin any construction under the SCA until the CLEC has provided proof that it has obtained necessary rights of way.
- 4.13.10 Upon completion of the construction activity, the CLEC will be allowed to test the installation with a **SBC-12STATE** technician. If the CLEC desires test access to the SAA, the CLEC should place its own test point in its cable prior to cable entry into **SBC-12STATE**'s interconnection point.
- 4.13.11 A non-binding CLEC forecast shall be required as a part of the request for SAA, identifying the subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow **SBC-12STATE** to properly engineer access to each SAI and to ensure **SBC-12STATE** does not provide more available terminations than the CLEC expects to use.
- 4.13.12 In order to maximize the availability of terminations for all CLECs, the CLEC shall provide CFA for their subloop pairs utilizing the same 25-pair binder group. The CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.

- 4.13.13 Unused CLEC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at CLEC expense.
- 4.13.14 In the event a CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay **SBC-12STATE** for removal of their facilities from the SAA.
- 4.14 Subloop Access Arrangement (SAA) Access Point:
- 4.14.1 SAI/FDI or Terminal
- 4.14.1.1 CLEC cable to be terminated in a **SBC-12STATE** SAI/FDI, or Terminal, shall consist of 22 or 24-gauge copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. CLEC's Aerial cables should be aircore.
- 4.14.1.2 The CLEC may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that **SBC-12STATE** will terminate on available binding posts in the SAI/FDI or Terminal.
- 4.14.1.3 The CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and SBC will stub out a cable from the SAI/FDI or Terminal, which **SBC-12STATE** will splice to the CLEC cable at the meet point.
- 4.14.1.4 Dead counts will be offered as long as they have not been placed for expansion **purposes** planned within the 12 month period beginning on the date of the inquiry LSR.
- 4.14.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, **SBC-12STATE** may choose to increase capacity of the SAI/FDI by the method of its **choice**, for which the CLEC will be charged a portion of

the expense to be determined with the engineer, for the purpose of allowing the CLEC to terminate it's cable at the SAI/FDI.

- 4.14.1.6 Exhausted Termination Points in a Terminal- When a terminal's termination points are all terminated to assignable cable pairs, **SBC-13STATE** may choose to increase the capacity of the Terminal or to construct an adjacent termination facility to accommodate the CLEC facilities for which the CLEC will be charged.

4.15 Relocation of Existing ILEC/CLEC Facilities involved in a SAA at a RT, SAI/FDI, Terminal, or NID:

- 4.15.1.1 **SBC-12STATE** shall notify CLEC of pending relocation as soon as SBC receives such notice.
- 4.15.1.2 CLEC shall notify **SBC-12STATE** of its intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.
- 4.15.1.3 **SBC-12STATE** shall then provide the CLEC an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with the CLEC and **SBC-12STATE** engineer.
- 4.15.1.4 CLEC shall notify SBC of acceptance or rejection of the new SCA within 10 business days of its receipt of **SBC-12STATE**'s estimate.
- 4.15.1.5 Upon acceptance of the **SBC-12STATE** estimate, CLEC shall pay at least 50% of the relocation costs at the same time as they notify **SBC-12STATE** of their acceptance of estimate costs.
- 4.15.1.6 Should CLEC decide not to continue the SAA, CLEC will notify SBC as to the date that **SBC-12STATE** may remove CLEC's facilities from that SAA. CLEC will pay **SBC-12STATE** for all costs associated with the removal of the CLEC's SAA.

4.15.1.7 In the event that CLEC does not respond to **SBC-12STATE** in time to have their facilities relocated, **SBC-12STATE** shall move CLEC facilities and submit a bill for payment to the CLEC for the costs associated with the relocation. Should CLEC elect not pay this bill, then CLEC facilities will be removed from the site upon 30 days notice to the CLEC.

4.16 RT (for DS3 Subloop):

4.16.1 The CLEC may elect to place their cable (fiber or coax) to within 3 feet of the RT and coil up an amount of cable, defined by the engineer in the design phase, that **SBC-12STATE** will terminate on a fiber/coax interconnection block to be constructed in the RT.

4.16.2 The CLEC may “stub” up a cable (fiber or coax) at a prearranged meet point, defined during the engineering site visit, and SBC will stub out a cable from the RT, which **SBC-12STATE** will splice to the CLEC cable at the meet point.

5. PACKET SWITCHING

5.1 **SBC-13STATE** will provide CLEC unbundled packet switching if all of the following conditions are satisfied:

5.1.1 **SBC-13STATE** has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

5.1.2 There are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer;

5.1.3 **SBC-13STATE** has not permitted a requesting carrier to deploy a Digital Subscriber Line Access Multiplexer (DSLAM) at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR §51.319(b); and

- 5.1.4 **SBC-13STATE** has deployed packet switching capability for its own use.

6. UNBUNDLED LOCAL SWITCHING

- 6.1 At **SBC-13STATE's** discretion, upon not less than sixty (60) days' written notice to CLEC, **SBC-13STATE** may elect to discontinue providing Unbundled Local Switching or to provide Unbundled Local Switching at market prices to CLECs serving end-users with four or more voice grade lines within any territory (each an "exception Territory") with respect to which **SBC-13STATE** can demonstrate that, as of the date on which CLEC receives notice (the "Exception Notice Date"), **SBC-13STATE** has satisfied each of the following conditions.

- a) A territory shall constitute an "Exception Territory" if it constitutes the service area of **SBC-13STATE** offices that both are assigned to density zone 1 and are located within one of the Top 50 MSAs. The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 ("UNE Remand Order"); and
- b) In the Exception Territory where **SBC-13STATE** elects to offer the Enhanced Extended Loop (EEL) pursuant to the UNE Remand Order, the EEL would be available to the CLEC in the Exception Territory at forward looking, cost-based prices as specified in Appendix Pricing.

- 6.1.1 In determining whether **SBC-13STATE** may exercise its rights under this Section in any particular case, the CLEC shall be obligated to disclose customer account detail similar to customer service records that **SBC-13STATE** provides to the CLEC through pre-ordering process.

- 6.1.2 Nothing in this Section 6.1 shall preclude CLEC from using its own facilities, resold services, or any other facilities, services or serving

arrangements to provide additional services to an End-User customer account with respect to which **SBC-13STATE** may exercise its rights under this Section.

7. UNBUNDLED DEDICATED TRANSPORT:

- 7.1 **SBC-12STATE** will provide Dedicated Transport as a point to point circuit dedicated to the CLEC at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps), and OC48 (2488.32 Mbps). **SBC-12STATE** will provide higher speeds to CLEC as they are deployed in the **SBC-12STATE** network. **SBC-12STATE** provides OCN Dedicated Transport and Entrance Facilities as point to point bit rates, when and where facilities exist.

8. DARK FIBER

- 8.1 In **SBC-12STATE** Dark fiber is deployed, unlit fiber optic cable that connects two points within the incumbent LEC's network. Dark fiber is fiber that has not been activated through connection to the electronics that "light it", and thereby render it capable of carrying communications services. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Dark Fiber under this agreement. Rather, Dark Fiber is available as described in Section 18.2.1E of the Connecticut Service Tariff.

- 8.1.1 Dark Fiber is fiber that is spliced in all segments from end to end and would provide continuity or "light" end to end. CLEC may only subscribe to dark fiber that is considered "spare," as defined in Sections 8.4.1 and 8.5.1, below.

8.2 Interoffice Dark Fiber

- 8.2.1 **SBC-12STATE** will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element. Interoffice dark fiber is between two different **SBC-12STATE** Central Offices (CO's) and terminates on a fiber distribution frame, or equivalent, in the CO. **SBC-12STATE** will offer its dark fiber to

CLEC when CLEC has collocation space in each **SBC-12STATE** CO where the fibers terminate.

8.3 Loop Fiber

8.3.1 **SBC-12STATE** will provide loop dark fiber as an unbundled network element. Loop dark fiber is a segment between a serving **SBC-12STATE** central office and an end user customer premise.

8.3.2 **SBC-12STATE** will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber is a segment between:

8.3.2.1 the serving **SBC-12STATE** central office and a remote terminal/CEV/Hut; or

8.3.2.2 a remote terminal/CEV/Hut and an end user customer premise.

8.3.3 At CO's the dark fiber terminates on a fiber distribution frame, or equivalent, in the CO.

8.3.4 At remote terminals, CEVs and Huts, CLEC access to the dark fiber will be provided via the network demarcation point at the end user customer premises and via a fiber distribution frame at the remote terminal/CEV/Hut.

8.4 Spare Fiber Inventory Availability and Condition

8.4.1 All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, fibers set aside and documented for **SBC-12STATE's** forecasted growth, defective fibers, or fibers subscribed to by other carriers. CLEC will not request any more than 25% of the spare dark fiber contained in the requested segment.

8.5 Determining Spare Fibers:

8.5.1 **SBC-12STATE** will inventory and track spare dark fibers. Spare fibers do not include the following:

8.5.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working pair. Spare maintenance fibers are assigned as follows:

- ?? Cables with 24 fibers and less: two maintenance spare fibers
- ?? Cables with 36 and 48 fibers: four maintenance spare fibers
- ?? Cables with 72 and 96 fibers: eight maintenance spare fibers
- ?? Cables with 144 fibers: twelve maintenance spare fibers
- ?? Cables with 216 fibers: 18 maintenance spares
- ?? Cables with 288 fibers: 24 maintenance spares
- ?? Cables with 432 fibers: 36 maintenance spares
- ?? Cables with 864 fibers: 72 maintenance spares.

8.5.1.2 Defective fibers

8.5.1.3 **SBC-12STATE** growth fibers. Fibers documented as reserved by **SBC-12STATE** for utilization for growth within the 12 month-period following the carrier's request.

8.5.2 The appropriate **SBC-12STATE** engineering organization will maintain records on each fiber optic cable for which CLECs request dark fiber.

8.5.3 Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to CLEC for use under this Agreement.

8.6 Quantities and Time Frames for ordering Dark Fiber:

8.6.1 The minimum number of fiber strands that CLEC can order is two, and fiber strands must be ordered in multiples of two. The maximum number of fiber strands that CLEC can order is no greater than 25% of the spare facilities in the segment requested. Should spare fiber fall below 8 strands in a given location, SBC-12STATE will provide the remaining spares in quantities of 3 strands. (See definition of spare facilities set forth in Sections 8.4.1 and 8.5.1 above.)

8.6.2 If CLEC wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry,

appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.

8.6.2.1 If spare dark fiber is available, as determined under this Agreement, **SBC-12STATE** will notify CLEC and CLEC may place an Access Service Request (ASR) for the dark fiber.

8.6.3 Dark fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When CLEC submits the ASR, the ASR will be processed and the dark fiber facilities assigned for the charges which will be established as set forth in paragraph 8.6.2

8.7 Right of Revocation of Access to Dark Fiber

8.7.1 Should CLEC not utilize the fiber strands subscribed to within the 12-month period following the date **SBC-12STATE** provided the fibers, **SBC-12STATE** may revoke CLEC's access to the dark fiber and recover those fiber facilities and return them to **SBC-12STATE** inventory.

8.7.2 **SBC-12STATE** may reclaim from the CLEC's the right to use dark fiber, whether or not the dark fiber is being utilized by CLEC, upon twelve (12) months' written notice to the CLEC. **SBC-12STATE** will provide an alternative facility for the CLEC with the same bandwidth the CLEC was using prior to reclaiming the facility. **SBC-12STATE** must also demonstrate to the CLEC that the dark fiber will be needed to meet **SBC-12STATE**'s bandwidth requirements within the 12 months following the revocation.

8.8 Access Methods specific to Dark Fiber

8.8.1 The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an **SBC-12STATE** approved splitter shelf. This arrangement allows for non-intrusive testing.

8.9 Installation and Maintenance for Dark Fiber

- 8.9.1 **SBC-12STATE** will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC equipment.

9. RECONFIGURATION

- 9.1 **SBC-13STATE** will reconfigure existing qualifying special access services to combinations of unbundled loop and transport upon terms and conditions consistent with the Supplemental Order Clarification released by the FCC on June 2, 2000 *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 00-183) and with **SBC-13STATE**'s processes to implement that Order, as set forth on the CLEC website.

10. OSS: LOOP MAKE-UP INFORMATION AND ORDERING – HFPL

- 10.1 **General:** **SBC-13STATE** will provide CLEC with nondiscriminatory access to the same loop make-up information that SWBT is providing any other CLEC and/or SWBT or its advanced services affiliate and as set forth in **SBC-13STATE**'s Advanced Plan of Record filed December 7, 1999 as amended from time to time. Pending implementation of **SBC-13STATE**'s Advanced Service Plan of Record, loop make-up data will be provided as set forth below.
- 10.2 **Loop Pre-Qualification:** Subject to 11.1 above, **SBC-13STATE**'s pre-qualification will provide a near real time response to CLEC queries. Until replaced with OSS access as provided in 9.1, **SBC-13STATE** will provide mechanized access to a loop length indicator via Verigate and DataGate. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC and is available at no charge.
- 10.3 **Loop Qualification:** Subject to 11.1 above, **SBC-13STATE** will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well as **SBC-13STATE**'s retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop make-up information, subject to the following:

- 10.3.1 For loops ordered under 12,000 feet in length, **SBC-13STATE** will provide a process that does not require loop qualification. If load coils, repeaters or excessive bridged tap are present on a loop under 12,000 feet in length, conditioning to remove these elements will be performed at no charge.
- 10.3.2 If a CLEC elects to have **SBC-13STATE** provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to SWBT's affiliate, whichever is less.
- 10.3.3 If the results of the loop qualification indicate that conditioning is available, CLEC may request that **SBC-13STATE** perform conditioning at charges set forth in Section 9.0 of this Attachment. The CLEC may order the loop without conditioning or with partial conditioning if desired.
- 10.3.4 For HFPL, if CLEC's requested conditioning will degrade the customer's analog voice service, **SBC-13STATE** is not required to condition the loop. However, should SWBT refuse the CLEC's request to condition a loop, **SBC-13STATE** will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.
- 10.3.5 Electronic access to loop makeup data through OSS enhancements described in 11.1 above will return information in all fields described in the Plan of Record where information is contained in **SBC-13STATE**'s electronic databases. If manual loop qualification is requested, loop makeup data should include the following: (a) the actual loop length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps, load coils, and repeaters; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. If a detailed manual loop qualification is requested, loop makeup data should include all of the fields described in the Plan of Record including those described above for manual loop qualification.

11. RESERVATION OF RIGHTS

11.1 **SBC-13STATE**'s provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). The Parties acknowledge and agree that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), ("the UNE Remand Order"), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement to conform such Agreement to the UNE Remand Order within the time frames specified in such Order, neither Party waives any of its rights to seek legal review or a stay pending appeal of the Order. In addition, both Parties reserve the right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. UNEs described in this Agreement or any Amendment to this Agreement that are provided in accordance with the UNE Remand Order will be provided in accordance with the effective dates set forth in the Order (i.e. February 17, 2000 or May 17, 2000, as applicable). In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement. In addition, the Parties agree that in the event the UNE Remand Order is stayed pending appeal, neither Party shall be obligated to implement the terms of such Order until such time as the stay is lifted.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.